



BMC SUBSCRIPTION SERVICES ORDER FORM (Remedyforce)

Order Date: August 16, 2013

Customer: State of Kansas

BMC Software, Inc.

2101 CityWest Boulevard

Houston, Texas 77042

Attn: Order Services

Web: www.bmc.com

- Scope.** This order (the "**Order**") specifies Customer's purchase of the Services referenced in the Table(s) below. Except as provided in Section 4 below, this Order is made pursuant to the agreement provided with the Services (the "**Agreement**"). Capitalized terms are defined in this Order or its Attachments, or in the Agreement.
- Order Term.** The Initial Term begins on the Order Date above and extends through October 31, 2017. Following the Initial Term, Customer's Subscription Service will be automatically renewed on an annual basis ("**Renewal Term**") unless Customer provides written notice of termination at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term. The Initial Term together with the Renewal Term are collectively referred to as the "**Order Term**".
- Services and Fees.** The Services ordered are set forth below. The associated fees are those indicated on Customer's purchase order (together, the "**Fee**") with Column Technologies Inc., BMC's authorized reseller (the "**Reseller**").

3.1. BMC Subscription Service

Services	Unit of Measure	Number of Units	Term (in Months)
BMC Remedyforce Service Desk	per named user - OnDemand	52	50.5
BMC Remedyforce Service Desk - Casual User	per named user - OnDemand	49	50.5
BMC Remedyforce Service Desk - Mobility	per named user - OnDemand	17	50.5

4. CHANGES TO AGREEMENT TERMS AND CONDITIONS.

- 4.1 Agreement, Section 6.3.1 Data Storage Outside the United States.** For the purpose of this Order, the parties agree to add the following subsection 6.3.1 to read as follows:

"6.3.1 Data Storage Outside the United States. Notwithstanding anything to the contrary contained in this Agreement, BMC shall not store or transfer for storage any Customer Data stored on a server located in the United States to a server located outside the United States except for the following information: BMC may store and transfer for storage identifying information about Customer's use of the Services for purposes of providing the Services to Customer."

- 4.2 Agreement, Section 10 GOVERNING LAW AND BMC CONTRACTING ENTITIES.** For the purpose of this Order, the parties agree to delete Section 10 in its entirety and replace with the following:

"10. GOVERNING LAW. This Agreement is governed by the substantive laws in force, without regard to conflict of laws principles, in the State of Kansas."

- Miscellaneous.** Except as expressly modified in this Order, the terms of the Agreement are incorporated in this Order. This Order is non-cancelable during the Order Term. In the event of any inconsistency or conflict between this Order and the Agreement, this Order will control. Any additional or conflicting terms of Customer's purchase order are rejected by BMC. Notwithstanding anything in this Order or the Agreement to the contrary, Customer's use of any on-premise software products provided with the Services is governed by the end user license agreement provided with such products. Customer agrees that BMC and its affiliates may refer to Customer as a customer of BMC, both internally and in externally published media.
- Verification.** Customer agrees that BMC or its agent (i) may generate periodic BMC Subscription Services usage reports specifying Customer's use of the BMC Subscription Services and (ii) may perform a remote audit of the BMC Subscription Services to ensure Customer's compliance with the terms of this Agreement. Customer agrees to cooperate during any such audit. If an audit or usage report reveals that Customer has exceeded the Capacity for the BMC Subscription Services, Customer agrees to pay the applicable fees for additional capacity.



7. **Entire Agreement and Modifications.** The parties acknowledge they have read this Order and agree that it is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Order. This Order may not be modified or rescinded except in writing signed by both parties.

ATTACHMENTS INCORPORATED INTO ORDER	'X'
Attachment A – Units of Measurement and Definitions	X

CUSTOMER INFORMATION (SHIP TO):

Company Name:	State of Kansas
Address:	900 SW Jackson St Topeka KS USA 66612
Contact:	Tami Sherley
E-mail Address:	Tami.Sherley@da.ks.gov

BILL TO INFORMATION

Company Name:	Column Technologies Inc.
Address:	10 E 22nd St Ste 300 Lombard IL USA 60148
Contact:	Accounts Payable
E-mail Address:	

SFDC Org ID*:	
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* SFDC ORG ID where Customer would like the Remedyforce application installed. This would correspond either to Customer's Org ID where a trial has been installed or to Customer's Org ID for an existing SFDC production instance. The SFDC ORG ID is a 15-character alpha-numeric identifier and can be identified in SFDC by clicking on "Setup", then clicking on "Company Profile" in the "Administration Setup" section, and then clicking on "Company Information."

Each party hereto warrants and represents that a duly authorized representative of such party has executed this Order and this Order constitutes the legal, valid and binding obligation of such party.

(BMC) BMC Software, Inc.

By: _____

Name: _____

Title: _____

Date: _____

(Customer) State of Kansas

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
Units of Measure and Definitions

UNITS OF MEASURE. The following Units of Measure apply to certain BMC Subscription Services.

UNIT OF MEASURE	UNIT OF MEASURE DEFINITION
per named user - OnDemand	A subscription is required for all individual employees or contractors or clients of Customer to whom access has been granted to the Service on a computer or multiple computers typically via the issuance of a unique ID regardless of whether the individual is actively using the Service at any given time.